

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION**

AIM ELECTRIC, INC.

Employer

and

CASE 7-UD-542

GREGORY HOOD, An Individual

Petitioner

and

**LOCAL 948, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS AFL-CIO**

Union

APPEARANCES:

L. David Lawson, Attorney, of Grand Blanc, Michigan, for the Employer
Gregory Hood, of Vassar, Michigan, pro se
John Runyan, Attorney, of Detroit, Michigan, for the Union

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(e) of the National Labor Relations Act, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:¹

1. The hearing officer's rulings are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The labor organization involved represents certain employees of the Employer.
4. No question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

Overview

Petitioner (Hood) seeks an election to rescind the union security provision set forth in the current contract that applies between the Union and Employer.² The bargaining unit (herein the Unit) consists of all full-time and regular part-time employees, including employees classified as Journeyman Residential Wireman II, Residential Wireman I, Foreman Residential Wireman, and Residential Apprentice Wireman, employed by the Employer out of its facility located at 14409 Harris Road, Millington, Michigan; but excluding purchasing agents, owners, and guards and supervisors as defined in the Act. The Union contends that the petition should be dismissed because Hood is a statutory supervisor. The Employer and Hood argue that Hood is an employee, not a supervisor.

For the reasons set forth below, I find that the Union has not satisfied its burden of proof that Hood exercises any supervisory indicia enumerated in Section 2(11) of the Act

¹ The parties filed briefs, which were carefully considered. The Union also filed a motion to re-open the record based on evidence that Petitioner's journeyman electrician license allegedly expired in 2003. The Union argues that this undercuts the credibility of Petitioner, and suggests that Petitioner spent more time performing supervisory functions than he admitted. The Employer filed a response to the Union's motion. The Union's motion is denied. The current status of Petitioner's license does not change the evidence in the record with respect to the amount of "supervisory" work, as opposed to hands-on work, performed by Petitioner. With respect to credibility, this is a non-adversarial, fact-finding proceeding and credibility is not determined. Regardless, neither Petitioner nor Rodney Miller, owner, testified as to the current status of Hood's license.

² The current collective bargaining agreement between the Union and the Flint Division, Michigan Chapter of the National Electrical Contractor Association, Inc., is effective from June 1, 2005 to May 31, 2006. On September 20, 2000, the Employer signed a letter of assent authorizing the multi-employer association to be its bargaining representative. On December 27, 2005, the Employer withdrew its letter of assent. However, the parties agree that the Employer is still bound to the existing agreement.

with the independent judgment required for a finding of supervisory status. Therefore, he is not a statutory supervisor within the meaning of the Act, was eligible to file the instant petition, and is eligible to vote.

Employer's Operations

The Employer is a residential and commercial electrical contractor. It employs journeymen and apprentice electricians. Rodney Miller is the Employer's owner. The Employer asserts that it has no other supervisors or managers. The Employer performs work throughout the State of Michigan. It has collective bargaining agreements with several IBEW locals. The contract involved in this proceeding is a residential wireman agreement and covers work performed in Genesee County and parts of Shiawassee and Lapeer Counties.

Currently, the Employer employs approximately 14 Unit employees: approximately 8 journeymen and 6 apprentices.³ Hood is classified as Foreman Residential Wireman (hereafter residential foreman). Hood is the only residential foreman currently in the Unit.

At any one time, the Employer has contracts to perform work at a varying number of residential jobsites. Miller is not at jobsites very often. For in-town jobs, he is at the site occasionally. He tries to get to every project at least once every other week. A former journeyman estimated that Miller was at sites approximately once a week, for about 15 minutes to an hour. Miller has employees who have worked with him for years, and he trusts his employees. In order to supervise the jobsites, Miller usually has multiple daily conversations with whoever is in charge of a job. He knows who is at each jobsite every day based on his conversations with the person in charge. If he is told that an employee did not report to a jobsite, he remembers that at the end of the week, or he writes it down and makes a note. Miller is solely responsible for signing off on work at each project. He fills out all draw and payroll forms. If employees want to leave early or come in late, they call Miller directly for approval. If there is a problem on a jobsite, the employees go to the person in charge, and that person calls Miller. The record does not reflect who, besides Hood, is assigned to be in charge of residential jobs within the jurisdiction of the contract with the Union.

Hood's Job Responsibilities

Hood has been employed by the Employer since about January 1995. He has been a journeyman for approximately six years.⁴ Hood has no administrative responsibilities

³ The record is not clear whether these numbers are for residential electricians only or both residential and commercial electricians.

⁴ As noted earlier, the Union contends Hood's journeyman license is now expired.

for the Employer. Hood estimates that he spends 90% of his time doing journeyman work.⁵ Since about December 2005, Hood has worked alone approximately 95% of the time. Currently, his primary responsibilities are wiring houses or condos, and doing residential service work. Service work entails taking calls on a daily basis from residential management companies. Hood is sent by the Employer to answer these calls. During busier months, such as the spring and summer, Hood usually spends his time working on single family homes, and has at least one apprentice or journeyman working with him. Occasionally, he works at jobsites at which he is not in charge.

Hood spends the other 10% of his time making sure the Employer's jobsites have material and addressing the concerns of the builders. Hood stops by the Employer's other jobsites to see if material is needed. If supplies are needed at a jobsite, Hood or other journeymen must talk to Miller or the Employer's purchasing agent, state what they need, and submit a written purchase order to the warehouse for the material. No one other than Miller or the purchasing agent has authority to order or purchase material.⁶

Hood has some contact with builders and homeowners. He may meet with a homeowner or a representative from a management company to walk through a job. Other experienced employees are also able to do walk-throughs. Usually, Hood learns of the expectations on the jobsite from a sheet provided by Miller, which lists everything that is wanted in the house. At times, the homeowner, through the builder, makes modifications to the list. The builder notifies Miller of the changes, and Miller notifies Hood or other employees on the job. Hood advises other employees of the changes if the changes pertain to work being performed by those employees. Hood also interacts on occasion with inspectors. Other journeymen also interact with contractors and inspectors on occasion.

Training

The Employer has a policy referred to as the "Aim Electric Way": there is only one way to wire a building at Aim Electric, and that is to do it right one time. Miller trained Hood on this policy, and Hood educates new employees regarding the Aim Electric Way. If Hood notices a mistake by an employee, he tells the employee to correct it. He expects other employees to tell him about his mistakes as well. Hood corrects mistakes without consulting Miller. Hood corrects employees based on the way he was taught, pursuant to the Aim Electric Way. Other journeymen also instruct employees on the Aim Electric Way.

⁵ A former journeyman testified that he believed Hood spent 40% of his time performing hands-on work. This employee worked for the Employer from January 2002 to August 2005, performing both residential and commercial work, primarily the latter. He worked with Hood only about 30-40 days during his employment. In the last year of his employment, he worked with Hood only one or two days.

⁶ Previously, Hood and other journeymen could make a list of needed supplies and contact the "supply house" (an outside contractor) directly to place an order. The record is not clear as to when the change in procedure occurred.

The State requires that someone with a license has to be on all jobs. Thus, there is always a journeyman on the job with any apprentice. Under the contract with the Union, journeymen are required to assist and work with apprentices as part of their job duties. All journeymen, including residential foremen, are required to provide training to apprentices and have the right to tell an apprentice what task they are going to do on any given job. They also fix work that an apprentice has done incorrectly. Sometimes more experienced journeymen train other journeymen.

Work Assignments

Miller is the only person who decides who is assigned to a particular job, and who is transferred to a different job if work is slow. For an out-of-town project, an employee stops by the Employer's facility, picks up a work van, and goes to a meeting spot to pick up the rest of the employees working on the project. They then drive to the jobsite. For in-town projects, employees generally drive their own vehicle and report directly to the job. Hood reports directly to the Employer's office where he picks up the van assigned to him. He generally works in town so that he is available for service calls as they come in. Other employees working on single family residential homes may come to the office or drive right to the job, depending on what is easier for them. The Employer currently has about two ongoing jobs. Four to seven employees work at each site every day. The same employees work on these jobs, unless Miller contacts the person in charge and says that he wants an employee sent to a different job.

When Hood is assigned to a job, he receives direction on what needs to be done either from the builder or Miller. If the builder asks Hood if something not previously specified can be done, or if there is an issue with prioritization, Hood advises Miller and Miller will figure out a plan or schedule. If additional employees are needed at Hood's work site, Miller either calls, or has Hood call, another jobsite and asks that employees be sent over. If fewer employees are needed, Miller instructs Hood to send specific employees to other site(s). Hood and Miller both testified that Hood cannot move employees to different projects unless he has been instructed to do so by Miller.

Hood can tell employees working with him which tasks to complete. When employees come to an ongoing job, Hood may have to tell them at what stage the job is and what needs to be done at that stage. Hood's assignment of tasks is usually based on the level of experience of the employee. For newer employees, there is more training involved, and Hood may not want the employee doing certain tasks until the employee knows how to do it correctly. Other experienced journeymen also can instruct newer employees on what tasks they should and should not do. If there is a dispute between the person running the jobsite (Hood or anyone else) and a journeyman regarding the type of work an inexperienced employee is able to do, the person running the site has the final say. The person in charge is ultimately responsible for making sure the work at the site

he is working at is done correctly. If a homeowner calls and complains that a job was not done right, the person in charge of that job is spoken to about it.

Work Hours

Employees do not have specific work hours because of the different requirements at different jobsites. For single family residential projects, journeymen are responsible for tracking and reporting their own time. Journeymen, and most apprentices, fill out their own time cards. Time cards are turned in by the journeymen to Miller on Monday mornings. There is a box in the office for all time cards. Miller tells employees whether they are working four 10-hour shifts a week, or five 8-hour shifts a week, and the employees decide the specific hours they work. On sites where employees are able to start work earlier, they are permitted to start as early as they like in order to complete their work before it heats up. It is rare for employees to work overtime. Only Miller can authorize overtime hours. If Hood is working on a project that is taking longer than expected, he contacts Miller. Miller then contacts the builder to see if they want to pay overtime. Miller calls Hood back and says whether or not there will be overtime. If the answer is yes, he may ask Hood to see if he can get one or two employees to work. Hood then asks for volunteers to work the overtime. The record does not reflect if there are ever too few or too many volunteers and how employees are selected on those occasions. Hood cannot direct employees to work overtime; he can only ask.

Discipline

Miller could not recall the last time an employee was disciplined short of discharge, if ever. One employee, Anthony Hill, recently was terminated. Miller made the decision to discharge Hill based on information provided to him from several employees, including Hood, regarding Hill's work habits. At the time of his discharge, Hill had not worked with Hood for months. Hood was not involved in the incident directly leading to Hill's discharge. There is no evidence that Hood made a recommendation to Miller with respect to Hill's continued employment.

Wages, Benefits, and Other Secondary Indicia

The current contract includes a May 31, 2005 addendum, which sets base rates of pay at amounts lower than that set forth in the current agreement for single family housing work. The addendum was proposed by the Union as an attempt to help residential employers become more competitive and gain more single family housing work. The current contract sets a pay rate of \$25.50 for residential foremen. The next highest rate is \$23.50 for Journeymen Residential Wiremen II. Under the addendum to the contract, residential foremen and journeymen residential wiremen working on single

family housing projects are paid at rates of \$22 and \$20 per hour, respectively. Hood is paid at a rate of \$25 per hour. According to Miller, Hood is paid at a higher rate because he was earning that rate prior to the addendum going into effect, and he did not feel that Hood, or any of his employees, should have to take a pay cut. Miller also considers the “base rate” to be the absolute minimum that he can pay an employee. Miller asserts that the Union encourages him to pay more if he wants. Hood is the only employee who currently is paid at a rate higher than the rate set forth in the addendum. Miller had paid other employees at the old contract rate, but gave those employees a pay cut within the past few months, when work slowed down.

Residential foremen receive the benefits prescribed under the collective bargaining agreement, as they are part of the unit covered by the agreement. They do not receive benefits not granted to other employees. Hood is assigned a company van, which he parks at the shop at night. There is another van, not assigned to any particular employee, for general employee use. Employees drive this van on an as-needed basis.

Miller does not hold supervisory meetings, and does not discuss work plans with anyone else. Paychecks are distributed to employees every Wednesday. If employees are at the office on pay day, they receive their paycheck directly from Miller. Otherwise, Miller provides the paychecks for employees at a particular jobsite to the employee that picks up the company van that morning. He places the checks in an envelope with instructions to distribute the checks at the site. Sometimes, Miller personally delivers the paychecks to the jobsite.

Analysis

The Board has held that statutory supervisors are precluded from filing deauthorization petitions. *Rose Metal Products, Inc.*, 289 NLRB 1153 (1988); *United Iron Works*, 290 NLRB 98 (1988). This is true even where the petitioner is a union member, pays union dues, votes in union elections, and is a member of a bargaining unit. *Rose Metal Products*, supra. The Board reached this conclusion in order to avoid a conflict arising under Section 9(e) of the Act, stating that “[a]s a party, the supervisor/petitioner could call, examine and cross examine witnesses, file objections to the election, and file requests for review. The supervisor/petitioner would act as a representative of the unit members but would simultaneously be an agent of the Employer.” *Id* at 1154. Thus, if Hood is a supervisor, the petition should be dismissed.

The primary supervisory indicia enumerated in Section 2(11) of the Act are read in the disjunctive, so that possession of any one of the 12 listed authorities can invest an individual with supervisory status. *Ohio Power Co. v. NLRB*, 176 F.2d 385, 387 (6th Cir. 1949), cert. denied 338 U.S. 899 (1949); *Allen Services Co.*, 314 NLRB 1060, 1061 (1994). The burden of proof rests with the party seeking to exclude the individual as a

supervisor, in this case the Union. *NLRB v. Kentucky River Community Care*, 532 U.S. 706 (2001); *Benchmark Mechanical Contractors, Inc.*, 327 NLRB 829 (1999). The Board is mindful not to deprive employees of their rights under Section 7 by interpreting the term supervisor too broadly. *Azus Ranch Market*, 321 NLRB 811, 812 (1996). To separate straw bosses from true supervisors, the Act prescribes that the exercise of supervisory indicia be in the interest of the employer and require the use of independent judgment. This means that the discharge of Section 2(11) functions in a routine or clerical manner, or the use of independent judgment to solve problems unrelated to Section 2(11) functions, does not qualify as supervisory. *Alois Box Co.*, 326 NLRB 1177 (1998).

As foreman, Hood does not have the power to hire, fire, discipline, suspend, lay off, recall, promote, or reward employees. The Union contends that Hood assigns work to, and transfers work among, bargaining unit employees based upon his assessment of their capabilities and shifting priorities at the jobsite. It also contends he instructs employees to correct flaws in their work, assigns overtime, and effectively recommends discharge.

Assign and responsibly direct

Hood often works alone. When he works with others, he does not assign employees to work projects. He cannot transfer employees from one project to another. He does assign tasks to employees and corrects work. However, assignment and direction of employees does not constitute supervisory authority when exercised in a routine manner or circumscribed by management directives or a collective bargaining agreement. *Dynamic Science, Inc.*, 334 NLRB 391 (2001); *Chevron Shipping Co.*, 317 NLRB 379, 381 (1995). While Hood considers the ability of the employee to whom he is assigning tasks, he is required to do so by his profession, management directives, and the collective bargaining agreement. Hood's status in this regard is that of a skilled craftsman guiding less experienced employees, rather than that of a supervisor. *Adco Electric, Inc.*, 307 NLRB 1113, 1120 (1992). Further, giving minor orders during the course of a workday does not necessarily make an employee a supervisor. *Providence Hospital*, 320 NLRB 717, 725 (1996), citing *NLRB v. Security Guard Service*, 384 F.2d 143, 151 (5th Cir. 1967). Significantly, other journeymen who are not foremen can assign tasks to, and correct the work of, apprentices.

With respect to management directives, Hood and other journeymen and foremen have been trained regarding the Employer's "Aim Electric Way." This policy provides that everything must be done right the first time. In carrying out this direction by the Employer, Hood and other journeymen instruct employees on the policy, train them and correct their mistakes. Instruction given by a more experienced employee to a less experienced employee is not responsible direction of employees. *First Western Building*

Services, Inc., 309 NLRB 591, 601 (1992). Further, the training of employees by journeymen or foremen is not necessarily supervisory in nature. “Such duties are more consistent with their generally greater experience and their standing at the top of the Employer’s promotional hierarchy than it is evidence of supervisory authority.” *Quality Chemical, Inc.*, 324 NLRB 328, 330 (1997). Moreover, generally showing employees the correct way to perform a task does not confer supervisory status. *Franklin Home Health Agency*, 337 NLRB 826, 831 (2002). In addition, the collective bargaining agreement specifically states at Section 5.11 that “The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision shall not be of a nature that prevents development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade...” Thus, the contract recognizes that all wiremen, not just foremen, train and instruct apprentices.

The Union cites *Rose Metal Products, Inc.*, supra, and *IBEW, Local 901*, 220 NLRB 1236 (1975), in support of its position that Hood is a supervisor. In *Rose*, the person in question was in charge of a greater number of employees than Hood and was required to use independent judgment in assigning work to and directing employees. He also clearly recommended the discharge of employees without the employer conducting an independent investigation. In *IBEW, Local 901*, the two individuals in question possessed much greater authority than Hood. They effectively recommended discharge, transferred employees between jobs, and granted overtime and time off from jobs.

Overtime

Hood does not have the authority to approve time off. There is insufficient evidence that Hood keeps track of or reports employee time. Hood cannot authorize overtime. When overtime is authorized, Hood asks for volunteers. The record does not establish that he selects specific employees. Hood cannot require employees to work overtime. Thus, there is insufficient evidence that he utilizes independent judgment when he offers overtime to employees.

Recommendation of Discharge

The Union asserts that Hood makes effective recommendations on discharges, citing the discharge of employee Anthony Hill as support for its contention. The record is far from sufficient to establish that Hood makes effective recommendations on discharges. See *Illinois Veterans Home at Anna L.P.*, 323 NLRB 890 (1997) (merely reporting incidents resulting in discipline is not indicative of supervisory status); *The Ohio Masonic Home, Inc.*, 295 NLRB 390, 394 (1989).

Secondary Indicia

Miller is not often at jobsites, and thus, there is little to no direct supervision of employees on a daily basis. Miller asserts that he “supervises” by telephone. He keeps in contact with Hood and other journeymen to find out what is going on at each site, and is available by telephone if problems need to be addressed. The Union argues that the lack of direct supervision at the jobsites suggests that Hood is a supervisor. However, Hood only oversees those employees assigned to his particular worksite, which may include one or several employees. In many cases, Hood works alone or with only one other person on service calls. There are usually two projects ongoing at any given time. Thus, employees at other sites are unsupervised, but for Miller’s telephone directions to journeymen. Therefore, Hood’s service as the highest ranking employee at a jobsite does not establish that he is a supervisor. *Training School at Vineland*, 332 NLRB 1412 (2000), and cases cited.

The difference in wages between Hood and other bargaining unit employees, Hood’s regular use of the company van, and his prior ordering of materials, are other secondary indicia that are not indicative, by themselves, of supervisory status. See *Ken-Crest Services*, 335 NLRB 777, 779 (2001); *Unifirst Corp.*, 335 NLRB 706, 713 (2001); *John N. Hansen Co.*, 293 NLRB 63, 64 (1989).

Conclusion

For the reasons set forth above, and based on the record as a whole, I conclude that the Union has not sustained its burden in establishing that Hood is a supervisor as defined in the Act. Thus, the petition is not dismissed.

5. I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees, including employees classified as Journeyman Residential Wireman II, Residential Wireman I, Foreman Residential Wireman, and Residential Apprentice Wireman, employed by the Employer out of its facility located at 14409 Harris Road, Millington, Michigan; but excluding purchasing agents, owners, and guards and supervisors as defined in the Act.

Those eligible to vote shall vote as to whether or not they wish to rescind the

authority of Local 948, International Brotherhood of Electrical Workers, AFL-CIO, to require under its agreement with the Employer that employees make certain lawful payments to the Union in order to retain their jobs.⁷

Dated at Detroit, Michigan, this 15th day of March, 2006.

"/s/ [Stephen M. Glasser]."
(SEAL)

/s/ Stephen M. Glasser

Stephen M. Regional Director
National Labor Relations Board, Seventh Region
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226

⁷ At the hearing, the Union sought the use of the construction eligibility formula set forth in *Daniel Construction Co.*, 133 NLRB 264 (1961), as modified in 167 NLRB 1078 (1967), and *Steiny & Co.*, 308 NLRB 1323 (1992). The parties, however, did not stipulate to the use of this formula. In its brief, the Employer raises no objections to the use of the formula and appears to agree it is appropriate. Absent a stipulation not to use the *Daniels/Steiny* eligibility formula, the formula applies to all construction industry elections. *Signet Testing Laboratories*, 330 NLRB 1 (1999), citing *Steiny & Co.* Thus, the *Daniels/Steiny* eligibility formula will apply, as noted in the attached Direction of Election.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted under the direction and supervision of this office among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those employees in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees who have been employed for 30 working days or more within the 12 months preceding the eligibility date or if they have had some employment in those 12 months and have been employed for 45 working days or more within the 24-month period immediately preceding the eligibility date. Ineligible are those employees who had been terminated for cause or quit voluntarily prior to the completion of the last job for which they were employed. Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such a strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Employees who are otherwise eligible but who are in the military service of the United States may vote if they appear in person at the polls. Ineligible to vote are 1) employees who quit or are discharged for cause after the designated payroll period for eligibility, 2) employees engaged in a strike, who have quit or been rehired or reinstated before the election date, and 3) employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote:

whether or not they wish to rescind the authority of **Local 948, International Brotherhood of Electrical Workers, AFL-CIO**, to require under its agreement with the Employer that employees make certain lawful payments to the Union in order to retain their jobs.

LIST OF VOTERS

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969); *North Macon Health Care Facility*,

315 NLRB 359 (1994). Accordingly, it is hereby directed that **within 7 days** of the date of this Decision **3** copies of an election eligibility list, containing the full names and addresses of all the eligible voters, shall be filed by the Employer with the undersigned who shall make the list available to all parties to the election. The list must be of sufficient clarity to be clearly legible. The list may be submitted by facsimile or E-mail transmission, in which case only one copy need be submitted. In order to be timely filed, such list must be received in the **DETROIT REGIONAL OFFICE** on or before **March 22, 2006**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the **Executive Secretary, Franklin Court, 1099 14th Street N.W., Washington D.C. 20570**. This request must be received by the Board in Washington by, **March 29, 2006**.

POSTING OF ELECTION NOTICES

a. Employers shall post copies of the Board's official Notice of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. In elections involving mail ballots, the election shall be deemed to have commenced the day the ballots are deposited by the Regional Office in the mail. In all cases, the notices shall remain posted until the end of the election.

b. The term "working day" shall mean an entire 24-hour period excluding Saturday, Sundays, and holidays.

c. A party shall be stopped from objecting to nonposting of notices if it is responsible for the nonposting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Office at least 5 days prior to the commencement of the election that it has not received copies of the election notice. */

d. Failure to post the election notices as required herein shall be grounds for setting aside the election whenever proper and timely objections are filed under the provisions of Section 102.69(a).

*/ Section 103.20 (c) of the Board's Rules is interpreted as requiring an employer to notify the Regional Office at least 5 full working days prior to 12:01 a.m. of the day of the election that it has not received copies of the election notice.

